

THE POLICEMEN'S  
BENEVOLENT ASSOCIATION

1/1/73 - 12/31/74

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF DOVER

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION,  
DOVER LOCAL 107

EXPIRATION DATE: DECEMBER 31, 1974

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AGREEMENT, Entered into this                      day of April, 1973, by  
and between:

TOWN OF DOVER, a Municipal  
Corporation of the State of New Jersey,  
with offices at Municipal Building,  
Dover, New Jersey,

(Hereinafter called the "EMPLOYER")

and:

THE POLICEMEN'S BENEVOLENT ASSOCIATION,  
DOVER LOCAL 107  
c/o Michael Matyola  
109 Berry Street  
Dover, New Jersey

(Hereinafter called the "PBA")

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and  
spirit of Chapter 303 of Public Laws of 1968, the EMPLOYER and PBA  
have met and negotiated the terms and conditions of the employment of the  
police officers for the fiscal years 1973 and 1974; and

WHEREAS, both the EMPLOYER and the PBA believe in the soundness  
of principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement  
respecting the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises  
and covenants herein contained it is mutually agreed by and between the  
parties as follows:

SECTION 1. RECOGNITION. The EMPLOYER agrees to recognize  
and deal with the PBA through its respective officers as the exclusive  
representative of all police officers in the Town of Dover excepting the  
Police Chief and Deputy Police Chief.

SECTION 2. COVERAGE. It is intended that this agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the Town of Dover Police Department.

SECTION 3. RETROACTIVITY. This Contract is retroactive to January 1, 1973.

SECTION 3. WORK WEEK AND OVERTIME. (a). The work week shall begin on Monday morning at 12:01 a. m. and end on the following Sunday evening at 12:00 p. m. The regular hours of work shall be eight hours per day, forty hours per week from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and shall be followed by two days off. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

(b). In the event an officer works over 40 hours, time and a half shall be paid for all hours worked in excess of 40 hours, unless such hours were a result of an emergency situation, which shall be covered by compensatory time.

(c). A log book will be provided at police headquarters for the purpose of logging all overtime in excess of forty hours per week. Whenever a police officer shall work in excess of eight hours in any work day or forty hours in any work week, any such excess hours shall be recorded in the log book and initialed by either a superior officer or the desk officer.

(d). For purpose of payment of overtime, it shall be paid on the basis of a minimum of one hour and on the basis of one hour increments thereafter.

(e). "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or Force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the officer having charge of the Police Department or Force in the Town of Dover.

SECTION 4. HOLIDAYS. (a). The following thirteen days shall be designated paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas
Fourth of July	

(b). The above-mentioned holidays may be taken by the employee with the approval of the Administrative Officer of the Police Department. Any unused holidays or portions thereof shall be paid in full to the employee at his regular rate of pay, payable on December 15th of each year.

SECTION 5. VACATIONS. Vacations are to be in effect from January first to December thirty-first and are granted on a calendar year basis. Police officers shall be entitled to vacations as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
1 through 5 years	12 days
6 through 9 years	13 days
10 through 15 years	15 days

16 through 25 years

20 days

over 25

25 days

SECTION 6. SICK LEAVE. Sick leave shall be granted in accordance with New Jersey State Civil Service regulations.

SECTION 7. POLICE SCHOOL. When any police officer spends time in police school which would normally be time off, said time shall be considered compensatory time subject to the approval of the Administrative Officer. Expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police.

SECTION 8. UNIFORM ALLOWANCE. (a). Each police officer shall be entitled to \$175.00 for the purchase of police uniforms and necessary equipment. All receipts for purchases shall be forwarded by the officer to the person designated by the Chief of Police to receive said receipts. In addition, \$50.00 additional money shall be paid directly to the officer in two \$25.00 installments payable January 31st and July 31st, for maintenance of uniforms.

(b). EMPLOYER agrees to replace any uniform, clothing or equipment damaged in the line of duty without charging same to officer's clothing allowance.

SECTION 9. HOSPITALIZATION. The employer shall provide and pay in full Blue Cross and Blue Shield with Rider "J", plus Major Medical Insurance for all police officers and their dependents.

SECTION 10. DISABILITY. The employer will pay any officer disabled in the line of duty his full pay until said officer is able to return to work or is retired for disability. The employer's obligation under this Section will only continue for a reasonable time from the effective date of disability determination and the beginning of temporary disability payments.

If there is a question regarding the length of the reasonable time period, that question shall be submitted by the "Employer" and the "P. B. A." to Arbitration.

(a). While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

(b). An officer will not be required to compensate the Employer for any permanent disability benefits received.

SECTION 11. TRAVELING EXPENSES. If, at any time, a Police Officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the rate of 10 cents per mile. In addition, a police officer shall be entitled to reimbursement of a maximum of \$4.00 for any meal the officer is required to pay out of personal funds. This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The Employee must present receipts and documentation for all expenses incurred.

SECTION 12. COLLEGE CREDITS. There is hereby established an educational program for employees of the Police Department of the Town of Dover. Upon the successful completion of approved police related courses that are directed at the attainment of an Associate Degree in Law and Enforcement, each participating policeman shall be awarded \$8.00 per credit. Proper certifications of completion and passage of said approved courses shall be filed with the Town Clerk of the Town of Dover by February 1st of each year. At that time the Mayor and the Board of Aldermen shall take the necessary steps to determine the amounts earned during the previous year.

No consideration shall be given for reimbursement to those employees who have earned less than 12 credits or more than 72 credits.

(a). For the purpose of payment, reimbursement for college credits successfully completed, will be paid on a prorated basis over each pay period.

(b). For the purpose of computation of overtime, longevity, and other compensations, the compensation for college credits will be considered part of the officers base pay.

SECTION 13. LONGEVITY. In addition to the base pay, police officers shall be entitled to compensation for longevity of service in accordance with the following schedule.

1 to 5 years	No additional compensation
6 to 10 years	3 percent of base pay
11 to 15 years	5 percent of base pay
16	7 percent of base pay

An Employee commencing service after June 30th of any calendar year will not receive credit until the following year for longevity.

For the purpose of payment only, longevity shall be added to the base pay and paid on a prorated basis throughout the calendar year. This section shall not take effect until January 1, 1974.

SECTION 14. COURT APPEARANCES. The Employer will give compensatory time for any time spent by any police officer in the Superior, County and Municipal Courts or for Grand Jury duty on an hour-for-hour basis. Any part of an hour shall not be counted. This section will only be applicable when said time is spent outside the officer's regular duty time.

This section as it applies to Municipal Court Appearances shall not take effect until January 1, 1974.

SECTION 15. SALARY AND WAGE SCALE

(a). Effective January 1, 1973.

<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
1st Year \$8,000	\$12,350	\$13,150	\$13,950
2nd Year \$8,700			
3rd Year \$9,800			
4th Year \$10,550			
5th Year \$11,550			

(b). Effective January 1, 1974.

<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
1st Year \$8,500	\$12,900	\$13,700	\$14,500
2nd Year \$9,100			
3rd Year \$10,000			
4th Year \$11,000			
5th Year \$12,100			

(c). This section is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this section. This section will not go into effect until said salary ordinance is adopted.

SECTION 16. TERM OF AGREEMENT. This agreement shall take effect and be retroactive to January 1, 1973, and shall remain in full force and effect until midnight, December 31, 1974, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted



Thereafter the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their corporate seals the day and year first above written.

ATTEST:

William H. Rawson  
William Rawson, Clerk

Date: September 3, 1973

ATTEST:

By Grand Juror

Date: 9/3/73

TOWN OF DOVER

By J. W. Newlands  
Chairman of Public Safety Committee

By Willard Hedden  
Willard Hedden, Mayor

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION  
DOVER LOCAL 107

By Michael Matyola  
Michael Matyola